

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

SILVAN INDUSTRIES A DIVISION OF SPVG,

Petitioner,

Case No. 18-RM-186941

and

UNITED ASSOCIATION OF PLUMBERS,
STEAMFITTERS, AND PIPEFITTERS,
LOCAL 400,

Respondent.

RESPONDENT'S OPPOSITION TO PETITIONER'S REQUEST FOR REVIEW

Respondent United Association of Plumbers, Steamfitters, and Pipefitters, Local 400 ("Local 400" or "Union") submits this brief in opposition to the request for review filed by Petitioner SPVG Marinette, a division of Samuel Pressure Vessel Group ("SPVG" or "Employer").¹

SPVG filed a RM petition with Region 18, which the Regional Director subsequently dismissed based on well-settled Board precedent. SPVG has requested review of this dismissal, but the standards applicable to a request for review are well-settled and are absent from SPVG's request.

¹ In the Employer's request for review, it indicated that SPVG Marinette, a division of Samuel Pressure Vessel Group is the correct name of the Employer, not Silvan a division of SPVG as indicated in its own RM petition.

STATEMENT OF FACTS

Local 400 was certified as the representative of bargaining unit members at SPVG on October 16, 2015. Local 400 and SPVG negotiated a collective bargaining agreement (“CBA”) effective November 7, 2016. At the first meeting of the bargaining committees on April 14, 2016, SPVG told the Union that the Employer would rather not have a collective bargaining agreement; this sentiment that the Company would prefer to remain non-union was repeated throughout negotiations. (Exhibit A, p.2).² The parties reached an agreement on October 13, 2016. (Id.). The bargaining unit members ratified the mutually agreed to CBA on October 15, 2016. (Id.). That same date, Local 400 Business Manager Jeff Knaus notified the Employer via email that the members ratified the CBA. (Id.).

Between October 15 and October 19, the Union and Employer exchanged emails regarding minor changes to the CBA. (Id.). On Wednesday, October 19, 2016, the Employer emailed Knaus the final corrected CBA. (Id.; Ex. B, pp.1-2). After the Union reviewed this final agreement, Knaus emailed SPVG Human Resources Manager Matt Garske on Monday, October 24, 2016, attaching the signature page of the agreement and requesting the Employer sign it. (Id.; Ex. C, p.2). Garske replied that he would prefer to do it in person. (Ex. A, p.2; Ex. C pp.1-2). Knaus wanted to meet in the morning on Tuesday, October 25, but Garske replied that he was unable to meet in the morning and

² Exhibit A is the Confidential Witness Affidavit of Union Business Manager Jeff Knaus; all following exhibits are documents provided to Region 18 by Knaus in connection with his affidavit.

suggested meeting for lunch at 1:30p.m. (Ex. A, pp.2-3; Ex. C, pp.1-2). On October 25, while Knaus and Union Business Representative Michael Augustian were waiting at the restaurant for Garske, Garske texted Knaus at 1:26p.m. that he was running about 10 minutes late. (Ex. A, p.3; Ex. D). Garske arrived around 1:40p.m., but almost immediately excused himself to make a personal phone call and stepped outside; they had not even had enough time to order food. (Ex. A, p.3). This phone call lasted approximately 10 minutes, returning Garske to the table around 1:50p.m., which is the same time SPVG Human Resources Manager Bobbi Jasurda emailed Knaus the RM petition filed with the Region 18. (Compare id. and Ex. E). Sometime after Garske returned, the Union and Employer signed the CBA. (Ex. A, p.3).

Region 18 investigated, then, on December 16, 2016, dismissed SPVG's RM petition based on these facts and pursuant to Board precedent established in Auciello Iron Works, 317 NLRB 364 (1995).

ARGUMENT

I. THE EMPLOYER HAS NOT MADE THE REQUISITE SHOWING FOR THE BOARD TO GRANT A REQUEST FOR REVIEW.

NLRB Regulations § 102.67(c) sets forth the standard for granting a request for review. A request for review may only be granted upon one or more of the following grounds:

- (1) That a substantial question of law or policy is raised because of (i) the absence of, or (ii) a departure from, officially reported Board precedent; (2) that the regional director's decision in a substantial factual issue is clearly erroneous on the record and such error prejudicially affects the rights of a party; (3) that the conduct of the hearing or any ruling made in connection

with the proceeding has resulted in prejudicial error; (4) that there are compelling reasons for reconsideration of an important Board rule or policy.

The Employer has not established any of the foregoing criteria. Therefore, its request for review must be denied.

II. THE REGIONAL DIRECTOR FOLLOWED BOARD PRECEDENT WHEN HE DISMISSED SPVG's REPRESENTATION PETITION.

A. The Regional Director's Dismissal Was Not Arbitrary or Capricious as He Properly Applied Auciello Iron Works.

The Regional Director followed settled Board law when he dismissed SPVG's RM petition. It is Board precedent that:

where objective evidence to support a good-faith doubt of a union's majority status is known to the employer before a union's acceptance of the employer's contract offer but the employer does not act on that evidence prior to acceptance, the union's acceptance creates a valid collective-bargaining agreement.

Auciello Iron Works, 317 NLRB 364, 368 (1995). The holding in Auciello applies where an employer petitions for an election. Id. at 369.

The Board explained:

...[T]he rule that once the union accepts the employer's offer, in the absence of a previous assertion of good-faith doubt or other changed circumstances to call into question the union's competence to enter into a contract, the parties have formed a valid contract precluding the employer from raising a good-faith doubt or refusing to bargain with the union during its term.

Id. at 370. In Auciello, the Board also reaffirmed its rule established in North Bros. Ford, 220 NLRB 1021 (1975) that an employer is precluded from raising a good faith doubt

where it learns of the fact that the incumbent Union lacked majority support after the Union had accepted the contract offer. Id. at 368.

Like Auciello, here, there was no nonincumbent union or new employer involved; there was simply the original Employer and incumbent Union. Further, like Auciello, the Union accepted the contract prior to the filing of the RM petition. The Union membership ratified the CBA on October 15. Later that same day, Union Business Manager Knaus notified the Employer, via email that the contract offer was accepted. Meanwhile, the Employer filed its RM petition on October 25, claiming after ratification that it had a good faith doubt that the Union lacked majority support that had never before been voiced.

The Board recognized in Auciello that it could not implement a policy of processing a RM petition to election where the company filed its petition shortly after a union's contract acceptance. In analyzing whether it should be policy, the Board determined:

An employer with such a doubt would then not only be able to act on it and nullify the offer, but also it could wait until the offer is accepted and then vitiate the contract. If the Board's policies were to permit an employer to retain complete control over when to act on its purported doubt, control that can even invalidate after the fact a union's prior, appropriate, and good-faith bargaining acts, the demonstration of that doubt, with its profound legal and practical consequences, becomes amenable to post-hoc reasoning and self-serving interpretations.

Id. at 370.

Similarly, here, the Employer bargained with the Union for a contract, the Union accepted that offer, and the Employer delayed the signing of the contract in order to file a

RM petition before signing the contract on that same date. By these actions, SPVG attempted to circumvent the Union's good-faith bargaining acts and vitiate the contract after the CBA was accepted by the Union, which is contrary to Board precedent.

B. The Regional Director's Dismissal Conformed to Federal Labor Policy.

The Board rule in Auciello, regarding the preclusion of an employer from filing a representation petition because of a union's acceptance of an offer, was based on the fact that no one had questioned majority status of the union before or at the time the contract was formed. Id. at 368. The Board explained:

As the Supreme Court reasoned in Fall River, this rule promotes industrial peace and labor relations stability by enabling a union to concentrate on obtaining and fairly administering its collective-bargaining agreements without the concern that, absent immediate results, it will lose majority support and be decertified.

Id. (citing Fall River Dyeing Corp. v. NLRB, 482 U.S. 27, 38-39 (1987)).

1. Holding an Election Under These Circumstances Would Disrupt Labor Relations Stability.

Holding an election for SPVG employees would indeed disrupt labor relations stability. Local 400 was certified as the unit's bargaining representative on October 15, 2015. Negotiations with the Employer were productive, despite the Employer's continuous reminders that it would prefer if its employees were not unionized, and an agreement was reached on October 13, 2016. Subsequently, the members ratified the CBA at the next scheduled member meeting on October 15, 2016. That same date, the Union notified the Employer that Local 400 accepted the CBA. Then, only about 10 days

after the contract was accepted, the Employer filed a RM petition on the same date it signed the CBA.

Since SPVG's filing of its RM petition, the CBA became effective and has been administered by the Union for approximately two (2) months and Region 18 dismissed SPVG's petition. Disrupting Local 400's administration of its first contract with SPVG on behalf of its members would be disruptive to labor relations stability where the contract was accepted by the Union on the year anniversary of its certification and the effective date suggested by the Employer was accepted by the Union in good faith in the spirit of building a productive and harmonious labor relationship. (See, e.g., Ex. F).

2. A RM Petition Is Different from a RD Petition and a RC Petition.

A RM petition is unlike a RD petition and a RC petition. Both RC and RD petitions can be filed by individual employees. An employee must file the petition with a 30% showing of support to either certify or decertify a bargaining representative. These independent filings give the individual employees free choice to attempt to either certify or decertify a bargaining representative. Neither a RC petition nor a RD petition can be filed by an employer.

Meanwhile, a RM Petition can only be filed by an employer. It can be filed when the employer has a good faith belief that the bargaining representative has lost majority support. Here, the Employer filed such a RM petition and it is asserting to be the champion of its employees' rights by claiming that the dismissal of its RM petition contravenes federal labor policy because of its employees' free choice. The Region and

Board are permitted to be suspicious of an employer's motivation to be the champion of its employees' free choice against its bargaining representative. See Auciello Iron Works v. NLRB, 517 U.S. 781, 790 (1996). "To allow employers to rely on employees' rights in refusing to bargain with the formally designated union is not conducive to that end, it is inimical to it." Brooks v. NLRB, 348 U.S. 96, 103 (1954). "There is nothing unreasonable in giving a short leash to the employer as vindicator of its employees' organizational freedom." Auciello Iron Works v. NLRB, 517 U.S. at 790. The Region and Board should be suspicious of this claim by SPVG.

SPVG failed to voice any concern prior to or at the time the contract offer was accepted by the Union. It also delayed the signing of the CBA and did not mention at the signing that it had a good faith belief that the Union lacked majority support. (See Ex. A, p.3). After numerous expressions of not wanting their employees to be unionized during bargaining, the Employer now claims its RM petition should be processed to election because of its employees' free choice rights; this claim should not be given weight.

III. THE REGIONAL DIRECTOR PROPERLY DISMISSED THE RM PETITION BECAUSE DELUXE METAL FURNITURE AND NATIONAL BORADCASTING ARE NOT APPLICABLE.

Deluxe Metal Furniture Co., 121 NLRB 995 (1958) and National Broadcasting Co., 104 NLRB 587 (1953) are inapplicable where only an employer and incumbent union are involved and the employer files a representation petition after a union acceptance of a contract offer. Instead, the holding in Auciello applies where an employer petitions for an election. Id. at 369. Deluxe Metal Furniture and National

Broadcasting establish contract bar precedents under different circumstances than those here.

Deluxe Metals and National Broadcasting addressed filings of RC petitions, involving an incumbent union, employer, and at least one (1) other interested union that was claiming to be the proper bargaining representative. In Deluxe Metals, the Board dismissed a RC petition filed by a nonincumbent labor organization. The incumbent union and employer terminated their contract mid-term by amending substantive provisions. Then, the contract was ratified, signed, and effective before the nonincumbent union filed an RC petition. Here, there is neither a nonincumbent union claiming to be a representative nor is there an amendment to a contract, triggering an examination of a contract terminated mid-term. Instead, here, there is simply the Employer that failed to voice good faith doubt of the Union's status of majority support until after the Union accepted the contract offer.

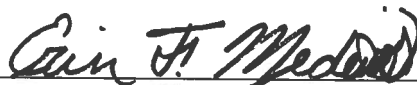
In National Broadcasting, multiple unions filed RC petitions, claiming they represented certain employees where another union and employer had signed a contract, but the contract had not yet become effective. There, there were issues of which union was the proper representative and which were the appropriate bargaining units. Some of the employees covered by the newly formed contract were already covered by preexisting collective bargaining agreements formed by petitioning unions. These concerns prompted the Board to determine the appropriate units and bargaining representatives, then direct elections.

Here, there are no such issues concerning a contract covering an inappropriate bargaining unit or that members of the unit are represented by another labor organization under a preexisting contract. Thus, Auciello Iron Works, 317 NLRB 364 (1995) is the applicable precedent here where only an incumbent Union and Employer are involved and the Employer voiced no concern for the Union's majority status until it filed its petition after the Union accepted the contract. This means that the Employer's RM petition should not be processed to an election.

CONCLUSION

For the reasons stated above, the petition for review should be denied.

Dated this 6th day of January, 2017.


Matthew R. Robbins (SBN: 1016672)
mrr@previant.com
Erin F. Medeiros (SBN: 1097910)
efm@previant.com
THE PREVIAN LAW FIRM, S.C.
300 W. Wisconsin Avenue, Suite 100MW
Milwaukee, WI 53203
Tel.: 414-271-4500
Fax: 414- 271-6308

Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on January 6, 2017, I electronically filed the foregoing Opposition to Petitioner's Request for Review with the National Labor Relations Board. I further certify that on January 6, 2017 I served the following via first class mail and email:

Marlin O. Osthus (marlin.osthus@nlrb.gov)
Regional Director, Region 18
National Labor Relations Board
Federal Office Building
212 3rd Avenue S, Suite 200
Minneapolis, MN 55401;

Benjamin Mandelman (benjamin.mandelman@nlrb.gov)
Officer In Charge, Subregion 30
National Labor Relations Board
310 West Wisconsin Avenue, Suite #450W
Milwaukee, WI 53203-2211; and

David J.B. Froiland (david.froiland@ogletreedeakins.com)
Timothy C. Kamin (timothy.kamin@ogletreedeakins.com)
Ogletree Deakins Nash Smoak & Stewart, P.C.
1243 N. 10th Street, Suite 210
Milwaukee, Wisconsin 53205.


Erin F. Medeiros, Esq.

Confidential Witness Affidavit

I Jeff Knaus, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at [REDACTED]

My home telephone number (including area code) is [REDACTED]

My cell phone number (including area code) is [REDACTED]

My e-mail address is jeff@ua400.org

I am employed by Plumbers and Steamfitters Local 400 (the Union)

located at 2700 Northridge Dr., Kaukauna, Wisconsin 54130

- 1 I began working as an employee of the Union on January 1, 2005 when I was elected by the
2 membership to be a Business Agent, a full-time officer of the Union. My current position is
3 Business Manager. I have been a Business Manager for about five years. My duties include
4 processing grievances, negotiating collective-bargaining agreements, supervising office staff,
5 and meeting with members. I report to the Executive Board Members (Union Vice President and
6 four elected officers).

7

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

1 I chaired the Union negotiating committee in bargaining for an initial collective-bargaining
2 agreement with Silvan Industries (the Employer). Our first bargaining meeting was on April 14,
3 2016. We met about 25 times with the Employer.

4

5 In our initial meeting on April 14, 2016, Matt Garske said that the Employer would rather not
6 have a collective-bargaining agreement, but because the members voted for a Union to come in,
7 the Employer would bargain in good faith and try to come to an agreement. Matt repeated the
8 sentiment that the Employer would prefer to remain non-union at other times in negotiations but
9 I don't remember the exact dates and times.

10

11 The parties ultimately reached an agreement at our October 13, 2016 bargaining session. This
12 agreement was subject to ratification by the membership on October 15, 2016. During our
13 October 13 meeting I said that we should sign the agreement in person. The Employer
14 representatives agreed. I'm not sure if I said that it was important to me to sign the agreement in
15 person. We agreed on October 13, 2016 that we would sign the collective-bargaining agreement
16 in person.

17

18 The contract was ratified by members on October 15, 2016 and I subsequently notified the
19 Employer of ratification. Between October 15 and October 19, 2016 the Union and Employer
20 exchanged emails about minor changes to the collective-bargaining agreement. On October 19,
21 2016, at 11:51 a.m. the Employer emailed me the final corrected agreement. The Union
22 reviewed this final agreement and on October 24, 2016, I emailed Garske asking him to sign the
23 signature page. Garske replied that he would prefer to do it in person, as agreed upon in

November 30, 2016

1 negotiations. We agreed to meet on October 25 at 1:30 p.m. I have provided copies of these
2 emails to the NLRB.

3 *I suggested meeting in the morning of Oct. 25th,
but Garske responded that he was booked all morning. - JPK*

4 On October 25, 2016, at 1:26 p.m., minutes before we were supposed to meet, Matt Garske sent
5 me a text message that he was running ten minutes late. I was already waiting at the restaurant
6 when I got this message. I replied, "Ok." Garske arrived at 1:40 p.m. As soon as he arrived, he
7 had to excuse himself for a private phone conversation for ten minutes. When he concluded his
8 call we ordered and ate our food. We signed the agreement at about 2:30 p.m. after we finished
9 with our lunch. At the time I did not see any urgency in signing the contract immediately.

I have provided copies of these text messages to the NLRB - JPK

10

11 I believe that Matt Garske intentionally delayed signing the agreement. He arrived late to our
12 meeting and excused himself to take a phone call. I believe that he knew that the employees
13 were trying to collect signatures on the jobsite. I do not have evidence that he knew about this.

14

15 After signing the collective-bargaining agreement I arrived back at my office at about 3:30 p.m.
16 or 3:45 p.m. When I checked my email I saw that I received an email from Bobbi Jasurda at
17 1:50 p.m. with service of the NLRB RM petition. I emailed Matt Garske at 10:06 p.m. to discuss
18 Bobbi's email. He responded that he would try to reach me on October 26, 2016.

19

20 On October 26, 2016, I spoke with Matt Garske at about 1:00 p.m. I asked him what was going
21 on. I told him that it was the Union's understanding that the Employer came to these
22 negotiations to come to an agreement. I said that I was upset to find the RM petition after we
23 just signed the agreement. He said that he had no knowledge of what was going on. He said he

November 30, 2016

- 1 had no knowledge about employees collecting signatures or the Employer's RM filing. I told
2 him that I find this hard to believe because he oversees the HR Department at the Employer's
3 facility in Marinette, Wisconsin. He said he didn't know anything about it. I didn't ask him why
4 we couldn't meet in the morning on October 25 or about his phone call at lunch. It appears to
5 me that the Employer was buying time to file the RM petition.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 4 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 12/1/2016 Signature: 
Jeff Knaus

Signed and sworn to before me by telephone on _____

ADRIANA A. KELLY
Board Agent
National Labor Relations Board

Initials: 

From: Jeff Knaus
Sent: Monday, October 24, 2016 12:25 PM
To: 'Matthew Garske' <Matthew.Garske@samuel.com>
Cc: Bobbi Jasurda <Bobbi.Jasurda@samuel.com>
Subject: RE: CBA corrections

Matt & Bobbi,

We are sending the document to our printers and will let you know how long it will take to receive them.
Thanks

If you have any questions, please contact me at the numbers below.

Thank you,

Jeffrey P. Knaus

Jeffrey P. Knaus
Business Manager/FST
Plumbers & Steamfitters
UA 400 Pipe Trades
O: 920-462-0406
F: 920-462-0430
C: 920-540-8316
jeff@ua400.org



From: Matthew Garske [<mailto:Matthew.Garske@samuel.com>]
Sent: Wednesday, October 19, 2016 11:51 AM
To: Jeff Knaus <Jeff@ua400.org>
Cc: Bobbi Jasurda <Bobbi.Jasurda@samuel.com>
Subject: RE: CBA corrections

Jeff,

Attached is the final-final, incorporating the missing commas/periods that Steve and Mike found. Also refer to my comments below in red.

Please advise how and when the Union is distributing copies to all bargaining unit employees. People are waiting.

Thanks,
Matt

-----Original Message-----

From: Jeff Knaus [<mailto:Jeff@ua400.org>]
Sent: Wednesday, October 19, 2016 6:19 AM
To: Matthew Garske
Subject: CBA corrections

Matt,

Please refer to the following pages:

11, Sec 4 - corrected

14, Sec 3 - corrected

18, Sec 5 - corrected

21, Sec 6 (Life Insurance question I sent in a previous e-mail) As I responded in the e-mail, there is no question in regards to Life Insurance. We all agreed on 40,000. We did not agree on any such doubling.

23, Sec 2 - corrected

27, Sec 3 – I have no issues with how this is worded in the CBA – keeping it as stated and as we (Union/Company) previously agreed upon. Frankly, the wording in the CBA covers both scenarios better than the proposed change penciled in. We leave it as stated in CBA.

30, Sec 3 - corrected

I sent an email prior to this one requesting info on Kory Koesling, I'll return to the office around 10:30 this morning, please call me on my cell if you need to, thanks

If you have any questions, please contact me at the numbers below.

Thank you,

Jeffrey P. Knaus

Jeffrey P. Knaus
Business Manager/FST
Plumbers & Steamfitters
UA 400 Pipe Trades
O: 920-462-0406
F: 920-462-0430
C: 920-540-8316
jeff@ua400.org

-----Original Message-----

From: Jeff Knaus
Sent: Monday, October 24, 2016 8:11 PM
To: Matthew Garske <Matthew.Garske@samuel.com>
Subject: Re: Signature page

See you at 1:30 tomorrow

Jeff Knaus
Business Manager
UA Local 400
920-540-8316
Sent from my iPhone

> On Oct 24, 2016, at 8:08 PM, Matthew Garske <Matthew.Garske@samuel.com> wrote:

>

> Sounds good, I haven't been at hilltop for a long time. Can we meet at 1:30, do you mind a late lunch.

>

>> On Oct 24, 2016, at 8:01 PM, Jeff Knaus <Jeff@ua400.org> wrote:

>>

>> Matt, I agree it's important to finalize our commitment to each other by signing in person. I just didn't know your availability and trying to get this to our printer asap. I'm actually available tomorrow and can meet in Stevens point if you like, it's a short 1 hour drive. But only if I buy lunch. How about Hill Top?

>>

>> Jeff Knaus
>> Business Manager
>> UA Local 400
>> 920-540-8316
>> Sent from my iPhone

>>

>>> On Oct 24, 2016, at 7:54 PM, Matthew Garske <Matthew.Garske@samuel.com> wrote:

>>>

>>> Jeff,

>>>

>>> My understanding and what was discussed last at the table was that we would meet in person to do a final review and sign in person. Actually, the signing in person was something that you stated at the table and something that was important to you.....we agree completely with you and it's important to us too. This way we would both have original signed CBAs on hand. Personally, in reference to your email below, I'm not comfortable signing a signal page that is not attached to anything.

>>>

>>> My morning is booked, but I'm willing to drive and meet you just about anywhere tomorrow. We could meet in Stevens Point, Weyauwega, etc... If needed I could do the 2hr 45min drive all the way to your office, Kaukauna, WI.

>>>
>>> Please let me know what would work for you. If it has to be Kaukauna, considering the drive, the earliest I could be there would be 3:00pm.
>>>
>>> Thanks,
>>> Matt
>>>
>>>
>>> -----Original Message-----
>>> From: Jeff Knaus [<mailto:Jeff@ua400.org>]
>>> Sent: Monday, October 24, 2016 3:37 PM
>>> To: Matthew Garske
>>> Cc: Bobbi Jasurda
>>> Subject: Signature page
>>>
>>> Matt,
>>>
>>> Please sign and send back to me so we can include it into the printing. Thanks
>>>
>>> If you have any questions, please contact me at the numbers below.
>>>
>>> Thank you,
>>>
>>> Jeffrey P. Knaus
>>>
>>> Jeffrey P. Knaus
>>> Business Manager/FST
>>> Plumbers & Steamfitters
>>> UA 400 Pipe Trades
>>> O: 920-462-0406
>>> F: 920-462-0430
>>> C: 920-540-8316
>>> jeff@ua400.org
>>>
>>>
>>>
>>> -----Original Message-----
>>> From: Fax Machine
>>> Sent: Monday, October 24, 2016 3:24 PM
>>> To: Jeff Knaus <Jeff@ua400.org>
>>> Subject: Scanned from a Xerox Multifunction Printer
>>>
>>>
>>>
>>> Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.
>>>
>>> Attachment File Type: pdf, Multi-Page
>>>
>>> Multifunction Printer Location:
>>> Device Name: Xerox
>>>

>>>

>>> For more information on Xerox products and solutions, please visit

[https://urldefense.proofpoint.com/v2/url?u=http-](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.xerox.com&d=DQIFAg&c=bXJVUmjr6lzK5_XPbsZK7A&r=1EWuX0X0UopC4pITp79Td7RLVGsVnYBNRDfsLK01E4&m=rrjxhX1-Ez-4y6Nrj8LuU1dSBzuW7QxqNmO2WIG9Z74&s=7bkkb2hkpfh4aiDjan6Kggyp13i63SLJ6DWxhbSrzmQ&e=)

[3A_www.xerox.com&d=DQIFAg&c=bXJVUmjr6lzK5_XPbsZK7A&r=1EWuX0X0UopC4pITp79Td7RLVGsVnYBNRDfsLK01E4&m=rrjxhX1-Ez-4y6Nrj8LuU1dSBzuW7QxqNmO2WIG9Z74&s=7bkkb2hkpfh4aiDjan6Kggyp13i63SLJ6DWxhbSrzmQ&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A_www.xerox.com&d=DQIFAg&c=bXJVUmjr6lzK5_XPbsZK7A&r=1EWuX0X0UopC4pITp79Td7RLVGsVnYBNRDfsLK01E4&m=rrjxhX1-Ez-4y6Nrj8LuU1dSBzuW7QxqNmO2WIG9Z74&s=7bkkb2hkpfh4aiDjan6Kggyp13i63SLJ6DWxhbSrzmQ&e=)



MG



Matt

travelling, on the road and
only have phone on, I'll
review and respond to your
emails tonight when I return
home and logged on to
laptop.

Thx

Mon, Oct 24, 7:54 PM

I just responded. Please
review and advise what
works best for you.

Just responded

Tue, Oct 25, 1:26 PM

I'm running a bit behind, will
be about 10 min late, sorry.

Ok

Delivered



iMessage



Erin F. Medeiros

From: Erin F. Medeiros
Sent: Wednesday, November 30, 2016 1:18 PM
To: Erin F. Medeiros
Subject: FW: Service of NLRB Petition
Attachments: RM Petition - Silvan Industries .pdf; Cert of Service - Silvan Industries.pdf; Form NLRB-505 - Statement of Position.pdf; Form NLRB-4812 - Description of Procedures in Certification and Decertif....pdf

From: Bobbi Jasurda [<mailto:Bobbi.Jasurda@samuel.com>]
Sent: Tuesday, October 25, 2016 1:50 PM
To: Jeff Knaus <Jeff@ua400.org>
Subject: Service of NLRB Petition

Hi Jeff:

Please find the attached for service the RM Petition filed with the NLRB today.

Bobbi Jasurda
Human Resources Manager
Samuel Pressure Vessel Group
e: bobbi.jasurda@samuel.com
t: (715) 735 9311 ext.30530
c: (715) 587 2863
f: (715) 735 0232



YOUR SUCCESS IS OUR BUSINESS

From: Bobbi Jasurda [<mailto:Bobbi.Jasurda@samuel.com>]
Sent: Friday, October 14, 2016 11:44 AM
To: Jeff Knaus <Jeff@ua400.org>; Mike Augustian <Mike@ua400.org>; Steve & Patti Shew (uaplumber2@gmail.com) (uaplumber2@gmail.com) <uaplumber2@gmail.com>
Cc: mlawson@elliottlawson.com; Matthew Garske <Matthew.Garske@samuel.com>
Subject: RE: Final version of the contract

We ok adjusting the dates according to the payroll cycles, but I would suggest starting 11/7/16. 10/31/16 is in the middle of a pay period.

Is this ok with the Union?

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YOUR SUCCESS IS OUR BUSINESS

From: Jeff Knaus [<mailto:Jeff@ua400.org>]
Sent: Friday, October 14, 2016 10:47 AM
To: Bobbi Jasurda; Mike Augustian; Steve & Patti Shew (uaplumber2@gmail.com) (uaplumber2@gmail.com)
Cc: mlawson@elliottlawson.com; Matthew Garske
Subject: RE: Final version of the contract
Importance: High

Bobbi,

After giving it some thought we may want to set up the agreement dates as per your pay day, i.e.

If payday is every other Monday then we would want the agreement to correspond with that for payroll purposes.

Year 1: October 31, 2016 – November 5, 2017

Year 2: November 6, 2017 – October 28, 2018

Year 3: October 29, 2018 – November 3, 2019

If you have any questions, please contact me at the numbers below.

Thank you,

Jeffrey P. Knaus

Jeffrey P. Knaus
Business Manager/FST
Plumbers & Steamfitters
UA 400 Pipe Trades
O: 920-462-0406
F: 920-462-0430
C: 920-540-8316
jeff@ua400.org



From: Bobbi Jasurda [<mailto:Bobbi.Jasurda@samuel.com>]

Sent: Friday, October 14, 2016 8:27 AM

To: Jeff Knaus <Jeff@ua400.org>; Mike Augustian <Mike@ua400.org>; Steve & Patti Shew (uaplumber2@gmail.com) <uaplumber2@gmail.com>

Cc: mlawson@elliottlawson.com; Matthew Garske <Matthew.Garske@samuel.com>

Subject: Final version of the contract

Good Morning: We believe this is ready to go. Please review and let me know if you see any issues or concerns.

Thanks.

Bobbi Jasurda
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